

COMBINED FULL TIME AND PART TIME
COLLECTIVE AGREEMENT

APPENDIX OF LOCAL PROVISIONS

between

Joseph Brant Memorial Hospital
("hereinafter referred to as the Hospital")

and

Ontario Public Service Employees Union
on behalf of its Local 206
("hereinafter referred to as the Union")

Expires: March 31, 2009

10285 (06)

TABLE OF CONTENTS

	PAGE
ARTICLE A – Scope and Recognition	L-3
ARTICLE B – Management Rights	L-3
ARTICLE C – Representation and Committees.....	L-4
ARTICLE D – Local Union Business Leave.....	L-4
ARTICLE E – Hours of Work & Overtime Accumulation.....	L-5
ARTICLE F – Premium Payments	L-7
ARTICLE G – Paid Holidays.....	L-7
ARTICLE H – Vacations	L-7
ARTICLE I – Compensation	L-8
ARTICLE J – Health Programme.....	L-8
ARTICLE K – General	L-8
Memorandum of Agreement: Job Share.....	L-10
Memorandum of Agreement: Guidelines For Staff Coverage.....	L-13
Memorandum of Agreement: Job Postings	L-15
Letter of Understanding: Full Time/Part Time Night Positions	L-16
Memorandum of Agreement: Development of Laboratory Assistants Night Shift Break Procedure	L-17
Memorandum of Agreement: Guidelines for Staff Coverage.....	L-18
Memorandum of Agreement: Grandfathered Laboratory Shifts of Less Than Seven and a Half (7½) Hours	L-19
Workload Review Form	L-20

ARTICLE A - SCOPE AND RECOGNITION

A-1 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Medical Laboratory, Radiology and Nuclear Medicine Technologists. Technicians and Assistants employed by the Hospital in Burlington, save and except Assistant Chief Technologist and those above the rank of Assistant Chief Technologist, Clinical Instructor, students in training, students employed during the school vacation period, office and clerical employees, Laboratory Assistant, Darkroom Technician, Image Processing Technician, employees covered by subsisting labour agreements, and persons in bargaining units for which any trade union held bargaining rights as of December 9th, 1988. Persons regularly employed for more than twenty-four (24) hours per week shall be covered under the full time provisions of the collective agreement. Persons regularly employed for twenty-four (24) hours or less per week shall be covered under the regular part time provisions of the collective agreement.

A-2 DEFINITIONS

Casual Employee

A Casual employee is an employee who is not regularly scheduled to work but is called in to work on an as needed basis.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standards or service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be

L-4

observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Hospital will advise the Union of any changes in rules and regulations.

- B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1 In accordance with Article 6.04(a) of the collective agreement, the Hospital agrees to recognize a negotiating committee comprised of five (5) members, the highest ranking officer as described in D-3 (also know as Chief Steward), plus two (2) employees from the Laboratory and two (2) employee from Radiology, to be elected or appointed from the bargaining unit.
- C-2 For the purposes of Article 6.01, the Hospital agrees to recognize two (2) employees from the Laboratory as stewards and two (2) employees from Radiology as stewards plus one (1) employee as the highest ranking officer as described in D-3 (also know as Chief Steward), to be elected or appointed from amongst employees in the bargaining unit.
- C-3 For the purposes of Article 6.02 the Hospital agrees to recognize the highest ranking officer as described in D-3 (also know as Chief Steward), two (2) employees from the bargaining unit as grievance committee members to be elected or appointed from the bargaining unit.

ARTICLE D - LOCAL UNION BUSINESS LEAVE

- D-1 The cumulative total leave of absence as per Article 14.02(a) will be thirty (30) working days per year.
- D-2 Not more than three (3) employees in total and not more than one (1) employee from any one section shall be so absent at any time. All such time off shall be requested and granted in writing.
- D-3 The Local Union President or highest ranking union officer or designate shall be entitled up to 2 days per three month period commencing September 1, 2004. The Local Union President will suffer no loss of pay, benefits, service or seniority during such leave, the scheduling of which will be by mutual agreement between the affected employee and his or her supervisor.
- D-4 Any requests for time off for Union Business will be forwarded to the Director, Human Resource Services or designate.

ARTICLE E - HOURS OF WORK & OVERTIME ACCUMULATION

- E-1 Overtime accumulation for the purposes of Article 16.04 shall accumulate to a maximum of two (2) days. If the employee chooses to take equivalent time off then such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime.
- E-2 The working hours set out herein shall not be construed as a guarantee of a specific number of hours of work per day or of days of work per week.
- E-3 No employee shall be scheduled to work more than seven (7) consecutive days without his written consent. Written consent will be required for each time the working schedule exceeds seven (7) consecutive shifts.
- E-4 A request by an employee for a change of scheduled working hours must be submitted in writing and be co-signed by the employee willing to make the exchange. Such exchange must be approved by the Hospital and shall not in any event result in an additional cost to the Hospital.
- E-5 Employees who work during the changing of Daylight Saving Time to Standard Time or vice-versa shall be paid for actual hours worked.
- E-6 A six (6) week schedule will be posted four (4) weeks in advance of the first week of the six (6) week schedule.
- E-7 Requests for shift exchanges will be recorded in a separate request book or in a separate section of the request book. Requests for shift exchanges will be responded to by the Hospital within seven (7) days of the request.
- E-8 The Hospital will endeavour to schedule employees to work the paid holiday Monday, when they have been scheduled to work the weekend of the paid holiday.

The Following is Applicable to Full Time Employees Only

E-9 (a) Article 17.04 – Weekend Premium – Full time Employees

The Hospital will endeavour to provide at least one (1) weekend off in three (3). If an employee is required to work a third (3rd) consecutive weekend, the employee will be paid at the overtime rate (1.5x) for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or

L-6

- (b) such employee has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shifts with another employee, or
- (d) such employee has requested to work the weekend.

Note: This section is only applicable to full-time employees.

- E-9 (b) When scheduling full time employees, the Hospital's goal is to schedule the number of days/evenings/nights amongst the employees in an equitable manner. It is understood that when determining the reasonableness of the distribution of the above shifts, the Hospital must take into consideration the employee's classification and her/his area or division of assignment. The parties recognize that some employees may end up with an unequal number of shifts over other employees at the end of the calendar year. When this occurs the Hospital will endeavour to average out this inequity over the next year.

The Following is Applicable to Part Time Employees Only

- E-10 Regular part time employees may be scheduled up to .6 FTE on the pre-posted schedule.

When all regular part time employees have been scheduled up to .6 FTE the Hospital will offer additional unscheduled tours to regular part time employees in the following order:

- 1.) Regular part time and Job sharers will be offered additional tours when their partner is not working, in order of seniority;
- 2.) Job sharers when their partner is working, in order of seniority;
- 3.) Casual employees.

Extra shifts that arise following the posting of the pre-posted schedule shall be offered to casual relief staff first. If there are no casual relief staff available to work the extra shift, it will be offered to regular part time staff who are available to work the shift, in the above order.

A Regular part time employee who has been pre-scheduled to work a day or evening shift following a night shift, with less than forty-eight (48) hours off, may request that the Hospital re-assign that shift to another employee. This request must occur during two (2) weeks after the schedule is posted.

- E-11 For the purposes of Article 16.01 (a) and (b), the length of time over which hours of work per week are to be averaged is six (6) weeks.

ARTICLE F - PREMIUM PAYMENTS

- F-1 Failure to provide 22 1/2 hours between the commencement of an employee's

L-7

scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the 22 1/2 hour period.

- F-2 Where the 22 1/2 hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

ARTICLE G - PAID HOLIDAYS

- G-1 In order to qualify for holiday pay, an employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless excused from doing so by the Hospital.
- G-2 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless excused by the Hospital.
- G-3 If a paid holiday is observed during an employee's vacation period or on his regular day off, he shall be granted a lieu day off with pay on a date to be selected by mutual agreement between the Hospital and the employee provided that he meets the requirements of Article G-1.
- G-4 Holiday pay shall be defined as the amount of straight-time pay, exclusive of shift premium, which the employee would have received if he had worked his normal daily working schedule on the holiday in question.
- G-5 An employee who is scheduled off on a recognized holiday and is called into work on such recognized holiday shall be paid double his basic pay in addition to a day off in lieu to be scheduled at a time mutually agreeable to the employee and the Hospital within thirty (30) days of the holiday.

ARTICLE H - VACATIONS

- H-1 For the purpose of computing vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1 of any year and to end on April 30 of the following year. Vacations earned during any single vacation year must be taken during the immediately subsequent vacation year.
- H-2 For the purpose of this Agreement, the expression "continuous service" shall mean the period during which the employee has been continuously in the full-time employ of the Hospital since his last date of hiring.

The Following is Applicable to Full Time Employees Only

- H-3 A current full time employee who is a .8 FTE will be paid their vacation pay at the time they take their vacation.

ARTICLE I - COMPENSATION

- I-1 Occupational Classifications and Wage Rates are set out in Appendix A which are attached hereto and form part of this Agreement.
- I-2 On presentation of proof of success, all technologists in the employ of the Hospital who have been successful in their Registration examinations shall be raised to the appropriate Registered Technologist salary and shall receive retroactive adjustment back to the date of examination or the date of employment whichever is later.

ARTICLE J - HEALTH PROGRAMME

- J-1 Appointment to permanent staff is made only on the right to examine and is subject to the suitability of the individual's physical health for the position to which they are being appointed. Employment and annual health examinations will be scheduled by the Hospital. These examinations will include chest x-ray and/or test for tuberculosis, as specified under the Public Hospitals Act. Such examinations must be taken by the employees subject to the limitations provided in the Act.
- J-2 The employment examination will be carried out by the Hospital's physician. Employees will have the privilege of having the annual examination performed by their own family physician. The Hospital will pay the rate authorized by the Ontario Hospital Insurance Plan.
- J-3 An employee who contracts Staphylococcus infection shall receive full treatment and medication at the expense of the Hospital.
- J-4 The parties agree that Joseph Brant Memorial Hospital is a leader with respect to the use of safety engineered sharps and that it is the Hospital's intent that as operational funding allows, it will continue to introduce safety engineered sharps into all areas of the Hospital.

ARTICLE K - GENERAL

- K-1 The Union shall have the privilege of posting Union notices on bulletin boards provided for that purpose by the Hospital. Such notices must be approved by the Personnel Director or his designate before posting.
- K-2 At least one (1) month's written notice of intention to terminate employment must be given by the initiating party, provided that the Hospital may, in lieu of notice, pay the employee all outstanding wages and an amount equivalent to the salary which would accrue during the period of notice. In all cases of termination for just cause wages in lieu of notice will not be paid to the terminated employee.
- K-3 Wages are to be paid bi-weekly. Employees will be paid during working hours.

- K-4 All deductions from an employee's pay shall be clearly defined as to the amount and the purpose therefore on the employee's pay stub.
- K-5 Upon giving at least seven (7) days notice in writing to the Department Director, employees may receive on their last day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.
- K-6 Where any provisions of this Agreement or any practice thereunder are at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to law.
- K-7 The Following is Applicable to Relief, Part Time and Temporary Employees Only
- Seniority not to accumulate greater than 1650 Hours per 12 months
- The twelve (12) month period referred to in Article 10.03 (c) shall be the twelve (12) months prior to the posting of the seniority list in January of each year.
- K-8 An employee who receives tuition reimbursement from the Hospital in accordance with the Hospital's Continuing Education Policy for a University Degree, College Diploma or Certificate program and terminates her/his employment within twelve (12) months of receiving the Degree, Diploma or Certificate, will reimburse the Hospital for any Hospital paid portion of tuition costs during the twelve (12) months prior to resignation. The employee will pay this amount by cheque or through payroll deduction withholding on the employees final pay cheque.

JOB SHARE AGREEMENT

Between:

JOSEPH BRANT MEMORIAL HOSPITAL

And:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 206

And:

EMPLOYEES WHO ARE JOB SHARING

ARTICLE 1 – JOB SHARING ARRANGMENTS

- 1.1 Job sharing is defined as an arrangement whereby two (2) employees share the hours of work of one (1) full-time position. The full-time position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement. The number of job sharing positions permissible in any department shall be determined by the Hospital.
- 1.2 An employee wishing to have his/her position considered for job share, must apply to his/her Director. Written response will be given within fifteen (15) days. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be discussed with the employee.
- 1.3 For purposes of departmental continuity the following positions may be exempt from job sharing provisions:
 - a) Charge Technologist
 - b) Senior Technologist
 - c) Technologist trained in special procedures and C.T. Scan.

Job sharing partners must be in the same job classification.

- 1.4 (a) It is expected that both job sharers will cover each other's incidental absences and vacations. If, because of unavoidable circumstances, one cannot cover the other, the Director (or designate) must be notified to book coverage.

The parties recognize that there may be circumstances when Job Sharers are required to work when their partners are also working. These arrangements must be approved by the Director.

- (b) Vacation, Maternity Leave and other Leaves pursuant to Article 14 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the Director of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time employee.

ARTICLE 2 – HOURS OF WORK

- 2.1 Total hours worked by the employees shall equal one full-time position and shall conform with scheduling provisions of the full-time collective agreement.

The division of the full-time hours shall be determined by the job sharers prior to the schedule being posted. If the job sharers are unable to agree the Director or designate shall assign shifts.

Job sharers have the right to determine which partner works on scheduled paid holidays. This must be determined prior to the posting of the schedule. Job sharers must rotate through all required shifts such as: days, evenings, nights and weekends as it pertains to the full-time positions.

ARTICLE 3 – STATUS OF EMPLOYEES

- 3.1 Employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the part-time Collective Agreement.
- 3.2 A full-time employee who transfers to a regular part-time position under the job sharing arrangement or subsequently returns to a full-time position immediately upon the discontinuance of a job sharing arrangement will, for the purposes of this arrangement, transfer service based on one (1) year of full-time service equaling 1650 hours worked.

ARTICLE 4 – INTRODUCTION

- 4.1 A full-time Registered Technologist who has requested job share of his/her position may do so without having his/her half of the position posted. The other half of the job sharing position shall be posted and filled in accordance with the collective agreement.

ARTICLE 5 - DISCONTINUANCE

- 5.1 The union or the Hospital may discontinue the job sharing arrangement with sixty (60) days notice to the other party. Upon notice of discontinuance, a meeting shall take place within the ten (10) days to discuss the termination of the job share program.
- 5.2 If either job sharer leaves the arrangement, that half of the job share shall be posted. If the half of the position is not filled, the position shall revert back to a full-time position. If the remaining incumbent came from a full-time position, she/he shall be offered the position. If the remaining job sharer came from a part-time position, she/he will revert to regular part time status and the full-time position will be posted.
- 5.3 It is understood and agreed that neither the Union or Employer shall act in an arbitrary or unreasonable manner.

NOTE: All previous job sharing agreements terms and conditions will be discontinued as of October 1st, 2006, and the above will take affect.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

OPSEU JOB SHARE OWNER

OPSEU JOB SHARER

L-13

MEMORANDUM OF AGREEMENT

BETWEEN

JOSEPH BRANT MEMORIAL HOSPITAL
("the Hospital")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 206

RE: GUIDELINES FOR STAFF COVERAGE

1. These guidelines will provide direction in ensuring appropriate staff coverage in the Radiology and Laboratory departments to maintain a safe environment for all patients and staff.

The Manager has the overall responsibility for evaluation and scheduling of staff as required by the department. The Charge Techs may assist the Manager with the assessing and planning of daily staff requirements.

All other conditions and terms of the collective agreement between the parties, shall remain in effect.

2. PROCEDURE
Short term replacement sick call when Charge Tech or Senior Technologist on duty.

Sequence of Calls:

1. Call Relief Staff
 2. Regular part-time not on duty
 3. Offer tour according to seniority to person able to do the job.
- Every effort should be made to have a technician work for a technician and a technologist work for a technologist.
 - If everyone refuses, the most junior person will be expected to stay on duty.
 - The shift may be divided between two or more people.

Sick calls received on weekends or statutory holidays must be arranged by the technologists on duty.

Sequence of Calls:

1. Call Relief Staff
2. Regular Part-time not on duty
3. If relief or part-time are not available full-time person must be called starting with most senior person.

- coverage may be shared by two people or a double shift may be necessary.

3. Management will provide an up to date check list of employees that are to be called in by seniority.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

MEMORANDUM OF AGREEMENT

BETWEEN

JOSEPH BRANT MEMORIAL HOSPITAL
("the Hospital")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 206

RE: JOB POSTINGS

In order to clarify Article 13.11 of the Central Collective agreement, the Hospital shall consider employees as contemplated in this Article on the basis of skill, ability, relevant qualifications and seniority. Where skill, ability and relevant qualifications are relatively equal, the selection will be made based on seniority.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

LETTER OF UNDERSTANDING

Between:

JOSEPH BRANT MEMORIAL HOSPITAL
(hereinafter referred to as "the Hospital")

And:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
and its Local 206
(hereinafter referred to as "the Union")

RE: FULL TIME/PART TIME NIGHT POSITIONS

The parties agree that the terms and conditions of employment are steady nights and that the parties have agreed that the incumbent cannot file a grievance regarding unfair scheduling while they remain in this position.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

L-17

MEMORANDUM OF AGREEMENT

BETWEEN

JOSEPH BRANT MEMORIAL HOSPITAL
("the Hospital")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 206

RE: DEVELOPMENT OF LABORATORY ASSISTANTS
– NIGHT SHIFT BREAK PROCEDURE

The parties agree that following the completion of local negotiations the Technical Director, Laboratory Services will develop a procedure for meal periods for the Laboratory Assistants on the Night Shift, in order to provide them with an uninterrupted meal period by December 1st, 2006.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

MEMORANDUM OF AGREEMENT

BETWEEN

JOSEPH BRANT MEMORIAL HOSPITAL
("the Hospital")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 206

RE: GUIDELINES FOR STAFF COVERAGE

Where temporary vacancies arise, where expected to exceed seven (7) calendar days duration and as defined under Article 13.01, following the posting of the schedule the Hospital will endeavour to offer part time employees these shifts.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

MEMORANDUM OF AGREEMENT

BETWEEN

JOSEPH BRANT MEMORIAL HOSPITAL
("THE HOSPITAL")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("THE ASSOCIATION")

RE: GRANDFATHERED LABORATORY SHIFTS OF LESS THAN SEVEN AND A HALF
(7½) HOURS

The parties agree to resolve the above referenced issue on the following basis, as full and final settlement, on a without precedent or prejudice basis as to how either party may deal with similar matters in the future:

The parties agree that the Hospital has regularly scheduled shifts of less than seven and a half (7½) hours in the Laboratory Department – Blood Collection/ECG Area.

These shift numbered eight on a weekly basis:

- Monday's two (2) three (3) and three quarter (¾) hour shifts
- Tuesday one (1) three (3) and three quarter (¾) hour shift
- Wednesday one (1) three (3) and three quarter (¾) hour shift
- Thursday one (1) four (3) and three quarter (¾) hour shift
- Friday one (1) (3) and three quarter (¾) hour shift
- Saturday one (1) five (5) and a half (½) hour shift
- Sunday one (1) five (5) and a half (½) hour shift

The Hospital agrees not to create further shifts of less than seven and a half (7½) hours, and will discontinue any other than the above on the completion of the posted schedule.

Signed at Burlington, Ontario this ____ day of _____ 2007.

For the Hospital

For the Union

Workload Review Form - OPSEU



Employee(s) Section

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified _____

Date/Time of Notification _____

Signature of Employee(s) & Printed Name(s) on Line Below

Employer Section

Response by _____ Date of Response _____

Response by Hospital

Employee(s) Section

I/we do not agree with the resolution of my/the concern and would like the matter to proceed to the Labour Management Committee.

cc: OPSEU Representative

Human Resources

L-21